

**PENDLETON COUNTY FISCAL COURT  
FEBRUARY TERM  
FEBRUARY 10, 2015  
COURT MET PURSUANT TO ADJOURNMENT WITH  
HONORABLE DAVID S. FIELDS COUNTY JUDGE/EXECUTIVE  
PRESIDING**

Members Present: Alan Whaley, Gary Veirs, Bob Fogle and Rick Mineer

Members Absent: None

County Attorney: Jeff Dean

Invocation was given by Squire Veirs with the Pledge of Allegiance being led by Judge Fields.

**In Re: Agenda**

Judge Fields presented the agenda for this meeting whereby Squire Fogle made a motion, seconded by Squire Whaley that the agenda be approved as presented, motion carried.

**In Re: Approval of Minutes**

Minutes of the January 27, 2015 meeting were presented to the court by Fiscal Court Clerk, Vicky King, whereby Squire Veirs made a motion, seconded by Squire Mineer that the minutes be approved as presented, motion carried.

**In Re: Presentation of Treasurer's Report**

Pendleton County Treasurer, Vicky King, presented the court with a written report for the month of January, this report was presented for review with final determination to be made at the next regular scheduled fiscal court meeting.

**In Re: District Six Rural Secondary Presentation**

Rob Hans, Craig Moore and Chris Reis were in attendance to present District Six Highway recommended projects for rural secondary program for fiscal year 2015-2016. After discussion of the presentation Squire Mineer made a motion to accept the recommendations as presented with the county using the Flex Funds for county road projects, seconded by Squire Veirs, motion carried.

TRANSPORTATION CABINET PROJECTS RECOMMENDED FOR RURAL SECONDARY PROGRAM FISCAL YEAR 2015-2016						
ITEM NO.	PENDLETON COUNTY ALLOTMENT					\$1,093,854
1	MAINTENANCE & TRAFFIC	ROAD MILES	83.7			\$437,000
	TOTAL		\$437,000	\$5,221.03 /mile		
	+ UNDISTRIBUTED + FREE BALANCE					\$87,841
2	COUNTY JUDGE/EXECUTIVE EXPENSES					\$8,862
	- "FLEX FUNDS" FOR PROJECTS	10%				\$109,385
	<b>TO PROGRAM</b>					<b>\$691,449</b>
					ADT	Remaining Amount
3	Ash Run Rd KY 609 F: Davis Rd T: KY 177	Resurfacing M.P. LENGTH 1.918 4.302 6.220		\$222,430	431	\$409,018
4	Falmouth - Williamstown Rd KY 1054 F: KY 830 T: KY 22	Resurfacing M.P. LENGTH 3.528 4.525 8.051		\$258,405	676	\$150,613
5	Lightfoot Fork KY 1657 F: So Fork Grassy Creek Bridge T: KY 467	Resurfacing M.P. LENGTH 4.108 2.271 6.379		\$150,548	503	\$65
6	Lightfoot Fork KY 1657 F: Lightfoot Fork Creek culvert T: So Fork Grassy Creek Bridge	Resurfacing M.P. LENGTH 2.090 2.018 4.108		\$123,615	503	(\$14,165)
						WITH AVAILABLE "FLEX FUNDS" ADDED + \$109,385



8. That the fiscal court review, evaluate and readopt a Fair Housing Resolution and establish fair housing committee to monitor compliance with fair housing laws,
9. That the fiscal court approve a 504 Plan: appoint Judge Executive David S. Fields 504 Coordinator; conduct self-evaluation of county personnel policies, especially grievance procedures for disabled employees; develop a 504 Transition Plan, (if Applicable), approve a Title VI Implementation Plan, if Applicable and ensure Davis Bacon and state wage rates will apply to all aspects of this project,
10. That the fiscal court adopt a Residential Anti-Displacement and Relocation Assistance Plan,
11. That the fiscal court assure DLG that all clearinghouse conditions will be met,
12. That the fiscal court assure that all project cost overruns will be absorbed by local funds,

This resolution shall become effective upon passage as required by law. Introduced and enacted at regular fiscal court meeting; February 10, 2015.

\_\_\_\_\_  
Judge Executive David S. Fields

\_\_\_\_\_  
Attest by Fiscal Court Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**In Re: Approve Agreement with Neel-Schaffer Group – P/Z MLU's**

Judge Fields presented the court with an agreement between the county and Neel-Schaffer Group whereby the Neel –Schaffer Group will provide professional planning services to assist the county in managing a process involving the planning of future development along US 27 in Falmouth. Squire Veirs made a motion to approve this agreement, seconded by Squire Mineer, motion carried.

February 10, 2015

Honorable Judge David Fields  
Pendleton County  
233 Main Street, Room 4  
Courthouse Square  
Falmouth, Kentucky 41040

RE: Pendleton County MLU Zone

Dear Judge Fields:

This letter is in response to County's request for professional planning services to assist the County to manage a process involving the planning of future development along US 27 in Falmouth.

We appreciate the opportunity to present our proposal to you for this project. Please accept this letter agreement as our proposal for professional services for the referenced project. Neel-Schaffer, Inc. will perform its duties in the context of completing these assignments in a manner that meets accepted industry standards. The attached proposed scope of work highlights our best understanding of what is included in the assignments.

**Proposed Scope of Work**

The scope of work will include the tasks outlined in Exhibit A. Each task will be discussed with the County prior to initiating the work. A list of deliverables is also included in Exhibit A. The Scope of Work will be completed contingent upon the support services of Pendleton County outlined in Exhibit B.

**Fee Estimate**

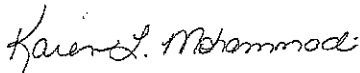
The proposed fee for Neel-Schaffer to complete the scope of work described in this letter will be completed lump sum and invoiced monthly based on the percentage of work completed with a fee not to exceed \$6,821. Additional services will be negotiated and provided only with written notice from you.

Neel-Schaffer, Inc. will provide these services in accordance with Exhibit A, Scope of Services, Exhibit B, Support Services of County and Exhibit C, General Terms and Conditions which are attached and made a part of this Letter Agreement. If the terms of this Agreement are acceptable, please execute this contract and return a copy to us.

Again, we appreciate the chance to assist and work with you. We hold the opportunity to perform these services in the highest regard. Please let us know if you should have any questions.

Sincerely,

**NEEL-SCHAFFER, INC.**



Karen L. Mohammadi, P.E., AICP, PTOE  
Engineer-Manager

**ACCEPTED:**

**DATE:**

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**David Fields, Judge Executive, Pendleton County**



**EXHIBIT A**  
**NEEL-SCHAFER, INC.**  
**SCOPE OF SERVICES**

**TASK DESCRIPTION**

The Pendleton County Joint Planning Commission and Pendleton County Fiscal Court require professional planning services to assist the County to manage a process involving the planning of future development of certain land in Pendleton County. This land is just south of Falmouth in the incorporated county generally along US 27 about a mile north to south starting at the south boundary of Falmouth, and stretching east and west for a distance to be determined but approximately one half to one mile. Neel-Schaffer, Inc. will coordinate with City of Falmouth and Pendleton County employees, public officials, county attorney, and other contracted consultants, and will utilize other recent and concurrent planning studies to complete this task.

Neel-Schaffer, Inc.'s project involvement will be carried out according to this Scope of Services and is contingent upon the Support Services of the County outlined below. Pendleton County's Zoning Administrator will manage the overall process and direct the consultant team in performing the project services.

**PROJECT SERVICES**

Neel-Schaffer, Inc. will complete project services in coordination with the County to ensure schedule adherence, cost control and quality assurance. This project is time sensitive and all services will be rendered in a timely fashion. Overhead costs including scheduling, communication and coordination of project services are included with each subtask. Hours for each subtask along with the description are as follows:

- 1) Attend an informational conference call with key staff and public officials to give overview of project and discuss project schedule. (2 hours)
- 2) Attend 3 days of meetings to include planning commission, fiscal court and/ or community meetings relating to the project. (32 hours)
- 3) Serve as moderator and/or presenter at 2 days of commission, fiscal court and/ or community meetings relating to the project in addition to those where attendance is required as indicated above. In addition to one staff planner, senior staff will moderate/ present at one of these meetings. (16 hours)
- 4) Meet with staff via conference call prior to meetings where Neel-Schaffer, Inc. staff will be present. (4 hours)
- 5) Provide general guidance concerning communicating the process to committees, the planning commission, the fiscal court, stakeholders, landowners, and the general public to optimize use of time and resources. This will be conducted via phone. (4 hours)
- 6) Research and draft substantive language for the comprehensive plan and zoning ordinance as needed to gain approval from the county planning commission, county fiscal court and the county legal counsel. (24 hours)
- 7) Comply with the requirements of KRS 100, the zoning ordinance and other applicable laws and regulations. (0 hours)
- 8) Provide monthly progress updates with each invoice to the County's Zoning Administrator describing services performed during the billing period and services anticipated for the next billing cycle and noting any issues that arise concerning task completion and proposed solutions. (2 hours)

**DELIVERABLES:**

- One (1) PowerPoint with content to be determined by the County (8 hours)
- One (1) two-page informational handout for community residents in pdf format (to be printed by county) (6 hours)
- One (1) two-page informational handout for public officials in pdf format (to be printed by county) (1 hour)

**ADDITIONAL SERVICES**

- Additional meetings to planning commission, fiscal court and/ or community meetings relating to the project can be added to the Project Services pending a written amendment to the Scope of Services agreement at a cost of \$536 per meeting

**FUTURE OUT OF SCOPE TASKS**

Future out of scope tasks will require a written amendment to the Scope of Services agreement and may include:

- Additional revisions to Pendleton County Zoning Ordinance not addressed in initial zoning text amendment.
- Additional revisions to the Pendleton County Comprehensive Plan

- Market plan for developable area/new downtown
- Plan for old downtown (i.e. recreational land use plan for flood areas)
- Traffic studies and transportation plans
- Signage plan
- Landscaping plan (tree canopy plan) and ordinance

## **EXHIBIT B**

### **SUPPORT SERVICES OF COUNTY**

- Provide all relevant data and mapping services needed for successful completion of project
- Provide a list of all relevant plans/ official documents and either digital or printed copies of plans/ documents
- Provide scheduling and meeting logistics for all committee, commission, fiscal court and/ or community meetings relating to the project
- Provide all printed materials
- Draft and issue required public notice
- Ensure task meets requirements of KRS 100, the zoning ordinance and other applicable law and regulation
- Management of email database for the purpose of communicating project information to concerned citizens
- Compile all required revisions after each draft of the zoning document and communicate desired revisions to Neel-Schaffer Staff (to be completed by the County Zoning Administrator)
- Manage compliance with legal issues relating to pipeline prohibition provisions in the proposed zoning district
- Develop resolution for adoption of plan



**EXHIBIT C**  
**NEEL-SCHAFER, INC. (NSI)**  
**GENERAL TERMS AND CONDITIONS**  
**PROFESSIONAL CONSULTANT SERVICES**

1. **Relationship between NSI and Owner.** NSI shall serve as the Owner's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. NSI shall not be considered to be the agent of the Owner. The Professional consultant shall not be considered to be the agent of the Owner. To the extent that Owner is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Professional consultant is not acting as a municipal advisor to the Owner, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Professional consultant's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Owner is responsible for retaining an independent registered municipal advisor for such advice or recommendation.
2. **Responsibility of NSI.** NSI will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Owner.** Owner shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Owner shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

Owner shall give prompt written notice to NSI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of NSI's services.

The Owner shall promptly report to the Professional consultant any defects or suspected defects in the Professional consultant's services of which the Owner becomes aware, so that the Professional consultant may take measures to minimize the consequences of such a defect. The Owner further agrees to impose a similar notification requirement on all contractors in its Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Owner and the Owners' contractors or subcontractors to notify the Professional consultant shall relieve the Professional consultant of any liability for costs of remedying the defects about the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents** Drawings, specifications, reports and any other documents prepared by NSI in connection with any or all of the services furnished hereunder shall be the property of the Client. NSI shall have the right to retain copies of all documents for its files.
6. **Reuse of Documents.** All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project only. Any reuse, without written verification or adaption by NSI, shall be at Owner's sole risk, and Owner shall indemnify and hold harmless Professional consultant from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom. Owner further acknowledges that any reports or studies prepared by NSI are intended solely for the Owner's use and information, and the Owner shall defend and indemnify NSI from any liabilities arising out of other entities' reliance on such reports or studies.
7. **Changes.** Owner reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Owner shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
8. **Suspension of Services.** Owner may, at any time, by written order to NSI to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Owner, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.

9. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Owner, under the same terms, whenever Owner shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Owner.
10. **Delays.** If NSI's services are delayed by the Owner, or for other reasons beyond NSI's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
11. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
12. **Indemnification.** NSI shall indemnify and hold harmless Owner from Owner's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the negligent act, error or omission of NSI.

Owner shall indemnify and hold harmless NSI from NSI's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the negligent act, error or omission of Owner.

In the event of joint or concurrent negligence of NSI and Owner, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Owner shall not be liable to NSI, and NSI shall not be liable to the Owner, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Owner or NSI or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

13. **Legal Proceedings.** In the event NSI's employees are at any time required by Owner to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where NSI is not a party to such proceeding, Owner will compensate NSI for its services and reimburse NSI for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Owner engages NSI to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
14. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. **Insurance.** Within the context of prudent business practices, NSI shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Owner recognizes that insurance market is erratic and NSI cannot guarantee to maintain the coverages identified above.
16. **Information Provided by the Owner.** NSI shall indicate to the Owner the information needed for rendering of services hereunder. The Owner may elect to provide this information (including services by others) to NSI. In this case, the Owner recognizes that NSI cannot assure the sufficiency of such information. Accordingly, NSI shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Owner. In addition, the Owner agrees to compensate NSI for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Owner which is insufficient.
17. **Risk Allocation.** N/A
18. **Payment.** NSI shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Owner. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Owner shall be taken to mean that the Owner is satisfied with the NSI's services to the date of the payment and is not aware of any

deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Owner agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Owner fails to make payments; then NSI, after giving seven (7) days written notice to the Owner, may suspend services until the Owner has paid in full all amounts due for services, expenses, and other related charges without recourse to the Owner for loss or damage caused by such suspension.. The Owner waives any and all claims against the NSI for any such suspension. Payment for NSI's services is not contingent on any factor, except the NSI's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Owner contests an invoice, the Owner may withhold only that portion so contested and pay the undisputed portion, after the Owner has notified the NSI in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

If NSI brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if NSI must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then NSI shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

19. **Force Majeure.** Neither Owner nor NSI shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God; wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. **Compliance with Laws.** To the extent they apply to its employees or its services, NSI shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
21. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky.
23. **Dispute Resolution.** By entering into this agreement, the parties knowingly, purposefully and intelligently agree to waive their individual rights to have any dispute, controversy or claim amongst and between them, to include the Professional's individual Shareholders, Directors and Officers, decided, heard or adjudged by a trial by jury.
24. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Owner and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Non-waiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

#### **In Re: Second Reading of Ordinance Amending Zoning on US 27 South**

An Amendment to Ordinance 920.0B amending the official zoning map for property located on US 27 South of Falmouth, changing the property from Rural (R) to Business (B) zone received its second reading and will become effective upon publication. Squire Fogle mad a motion to approve this amendment, seconded by Squire Whaley, motion carried.

ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE RELATED TO PENDLETON COUNTY ZONING ORDINANCE 920.0B, AMENDING THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED ON HIGHWAY 27, SOUTH OF FALMOUTH, IS BEING CHANGED FROM RURAL ZONE (R) TO BUSINESS ZONE (B).

WHEREAS, the Pendleton County Joint Planning Commission held a public hearing on October 27, 2014 to consider a map request by Kenny Gaunce for Pendleton County Parcel 052-00-00-053.06 specifically being lot #4 (1.015 Ac) and lot #5 (1.001 Ac) found in Deed Book 311, Page 253 of the Pendleton County Clerk and as identified on the attached exhibits (Exhibit A, Exhibit B, Exhibit C).

WHEREAS, the Pendleton County Joint Planning Commission, based on testimony and evidence submitted at the public hearing, found that the map amendment request at the aforementioned property was in agreement with the 2012 Pendleton County Comprehensive Plan and the existing zoning classification given to the property is inappropriate and that the proposed zoning classification is appropriate, and therefore, recommended approval of the zoning map amendment request.

NOW THEREFORE, be it ordained by the Pendleton County Fiscal Court that from and after the passage, approval, and publication of this ordinance that, pursuant to a request by Kenny Gaunce for property described as lot #4 (1.015 Ac) and lot #5 (1.001 Ac) found in Deed Book 311, Page 253 and more particularly described in Exhibit A, Exhibit B, and Exhibit C, hereto attached, is hereby rezoned and remapped from the Rural zone (R) to the Business zone (B), pursuant to the recommendation by the Pendleton County Joint Planning Commission and agreed upon by the Pendleton County Fiscal Court:

This Ordinance shall be in full force and effect from and after its passage, publication and recording, according to law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

David S. Fields  
Pendleton County Judge/Executive

Vicky King  
Fiscal Court Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Passage: \_\_\_\_\_

Publication: \_\_\_\_\_

**In Re: Second Reading of Ordinance Amending Zoning on US 27 South of Butler**

An Amendment to Ordinance 920.0B amending the official zoning map for property located on US 27N South of Butler, changing the property from Rural (R) to Business (B) zone received its second reading and will become effective upon publication. Squire Whaley made a motion to approve this amendment, seconded by Squire Veirs, motion carried.

ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE RELATED TO PENDLETON COUNTY ZONING ORDINANCE 920.0B, AMENDING THE OFFICIAL ZONING MAP FOR PROPERTY LOCATED ON HIGHWAY 27N, SOUTH OF BUTLER, IS BEING CHANGED FROM RURAL ZONE (R) TO BUSINESS ZONE (B).

WHEREAS, the Pendleton County Joint Planning Commission held a public hearing on October 27, 2014 to consider a map request by Jennifer Thornton for Pendleton County Parcel 039-00-00-036.00, found in Deed Book 300, Page 473 of the Pendleton County Clerk and described as 8596 Hwy 27N, Butler, Ky 41006. An approximate 2.17 acre parcel (Exhibit A) located on the east side of Hwy 27N approximately 350 feet south of the Highway 27N/Hogback Ridge Rd intersection.

WHEREAS, The Pendleton County Fiscal Court is aware of the need for small business in Pendleton County as defined in the Pendleton County Comprehensive Plan and further feel that this request assists in the development of such small businesses, and that the request is thus in compliance with the Comprehensive Plan, and

WHEREAS, the Pendleton County Joint Planning Commission, based on testimony and evidence submitted at the public hearing, found that the map amendment request at the aforementioned property was in agreement with the 2012 Pendleton County Comprehensive Plan and therefore, recommended approval of the zoning map amendment request with conditions of approval hereto attached at their meeting on October 27, 2014.

NOW THEREFORE, be it ordained by the Pendleton County Fiscal Court that the following described parcel of property hereto attached (Exhibit A "Legal Description") is hereby rezoned and remapped from the Rural zone (R) to the Business zone (B), subject to all conditions recommended by the Pendleton County Joint Planning Commission and agreed upon by the Pendleton County Fiscal Court, also hereto attached:

**Conditions of Approval:**

- An approved access point permit by the Kentucky Department of Transportation. If the access point is deemed safe it should be classified as temporary as stated in 8.3, G,c of the Pendleton County Zoning Ordinance.
- Stage II Plan to include parking and access dimensions, lighting and sign plans.
- A survey should be submitted as a condition of approval prior to creation of a map amendment ordinance by fiscal court in order to create appropriate boundaries for a map amendment.
- An approved Building Permit issued by the Ky Dept of HBC prior to operation.
- The applicant is required to pave only the ADA-required paving of the handicapped space or spaces.

Exhibit A

Legal Description

This Ordinance shall be in full force and effect from and after its passage, publication and recording, according to law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

David S. Fields  
Pendleton County Judge/Executive

Vicky King  
Fiscal Court Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Passage: \_\_\_\_\_

Publication: \_\_\_\_\_

**In Re: Animal Shelter —New Ceiling and Insulation**

Estimates were received from Tackett Exterior Remodeling and Michael Jordan for installing a ceiling in the animal shelter to reduce the cost of heating the facility, Tackett Exterior Remodeling submitted two estimates: Estimate 1 – Metal ceiling material and labor \$4,500.000 and Estimate 2 – OSB Ceiling material and labor \$4,350.02. Michael Jordan submitted one estimate for OSB with the cost of labor being \$7,250.00 and estimated material cost at \$2,500.00. Squire Mineer made a motion to accept Tackett Exterior Remodeling proposal for a metal ceiling at a total cost of \$4,500.00, seconded by Squire Fogle, motion carried.

## TACKETT EXTERIOR REMODELING

504 Liberty  
PALMOUTH, KY 41040  
391 9411  
Siding, Windows & Seamless Gutters

SALES  
ORDER

101

DATE: 1/29/15

QUAN.	DESCRIPTION	PRICE	AMOUNT
	INSTALL METAL ROOFING IN CEILING		
	INSTALL BLOWN INSULATION IN CEILING @+R13		
	SEAL ALL VOIDS		
2	Remove + REPLACE PLASTIC SKYLITES w/ New metal		
	Remove Garage door FRAME IN FOR ENTRY DOOR METAL OUTSIDE / OSB INSIDE w/ R19 INSULATION		
	BUILD 2 ENTRANCES TO CEILING		
	84 man/HRS LABOR	2100	00
	MATERIAL	2468	06
		4568	06
	DISCOUNT	68	06
	TOTAL		<b>\$4500.00</b>

SPECIAL INSTRUCTIONS: 2468 MATERIAL DRAW Balance/Labor upon completion

504-888 1  
PRINTED IN U.S.A.

Thank You

## TACKETT EXTERIOR REMODELING

504 Liberty  
PALMOUTH, KY 41040  
391 9411  
Siding, Windows & Seamless Gutters

Metal

SALES  
ORDER

DATE: 1/29/15

QUAN.	DESCRIPTION	PRICE	AMOUNT
18	15 FT WHITE METAL ROOFING	31.35	564 30
18	17 FT WHITE METAL ROOFING	35.53	639 54
5	Bags screws/washers	18.00	90
1600	sq/ft BLOWN INSULATION	29.68	385 84
5	CANS GROUT STUFF	5.88	29 40
20	2X4X12	5.18	103 60
	TOTAL		<b>\$1812.68</b>
	Roof		
7	16 FT METAL / WHITE	2.94	234 08
1	BAG screws/washers	18.00	18 00
	Door		
3	10 FT METAL / WHITE	2.09	62.70
9	2X6X10	7.50	67.50
1	2X6X10 PT		8.50
1	BUNDLE R19 INSULATION		20 00
2	4X8X7/8 OSB		14 90
1	Roll COIL / WT		90 00
	TOTAL		<b>\$263.60</b>
	2328.36 139.70 TAX		
	TOTAL MATERIALS		<b>\$2468.06</b>

SPECIAL INSTRUCTIONS: TOTAL MATERIALS

504-888 1  
PRINTED IN U.S.A.

Thank You

TACKETT EXTERIOR REMODELING  
504 Liberty  
FALMOUTH, KY 41040  
859 391-9411  
Siding, Windows & Seamless Gutters

SALES  
ORDER  
102

DATE: 1/29/15

DEPT		ORDER NO.	WHEN SHIP	HOW SHIP	TERMS	BUYER	SALESMAN
QUAN.	DESCRIPTION					PRICE	AMOUNT
	PC ANIMAL SHELTER						
	INSTALL PERLINS / BRACING ON RAFTERS						
	INSTALL 2x6 OSB TO CEILING 1568 SQ FT						
	BLOW IN INSULATION + R13						
	SEAL ALL VOIDS						
	REPLACE PLASTIC SKYLITES w/ METAL ROOF						
	REMOVE GARAGE DOOR + REPLACE w/ usual						
	+ ENTRY DOOR (SUPPLIED BY CUSTOMER)						
2	BUILD ACCESS DOORS TO CEILINGS						
	NO PAINT						
	96 MAN/HRS LABOR						2400
	MATERIAL						1950 <sup>02</sup>
	TOTAL						4350 <sup>02</sup>
SPECIAL INSTRUCTIONS							
MATERIAL DRAW 1950 <sup>02</sup> BALANCE / LABOR UPON COMPLETION							
SOP 888.1 PRINTED IN U.S.A.							
Thank You							

TACKETT EXTERIOR REMODELING  
504 Liberty  
FALMOUTH, KY 41040  
859 391-9411  
Siding, Windows & Seamless Gutters

SALES  
ORDER  
102

OSB / PERLINS

DATE: 1/29/15

DEPT		ORDER NO.	WHEN SHIP	HOW SHIP	TERMS	BUYER	SALESMAN
QUAN.	DESCRIPTION					PRICE	AMOUNT
52	4x8x3/4 OSB					7.45	387.40
48	2x4x16					7.67	368.16
12	2x4x12					5.18	62.16
13	BUNDLES BLOWN IN INSULATION					29.98	389.84
5	CANS SPAX INSULATION					5.88	29.40
1	BOX - 131 RINGSHANK 30° PAPER/CLIPPED HEAD NAILS						71.00
	TOTAL						1303.96
ROOF							
7	16 FT METAL / WHITE					2.09	234.08
1	Bag SCREWS / WASHERS WHITE					18	18.00
	TOTAL						252.08
DOOR							
3	10 FT METAL					2.09	62.70
9	2x6x10 AT 7.50 L-2x6x10 PT 9.50						76.00
1	BUNDLE R19 PAPER FACED INSULATION					20.00	20.00
2	2x6 OSB						74.96
1	ROLL COIL STOCK / WT						92.00
3	TUBES CAULK					6.00	18.00
	TOTAL						283.60
CUSTOMER TO SUPPLY DOOR + LOCKSETS							
TOTAL MATERIALS							1839.64
							+ 70.00
							1950.02
SPECIAL INSTRUCTIONS							
SOP 888.1 PRINTED IN U.S.A.							
Thank You							





has meet all requirements that gives him access to take the 911 Dispatch Training .  
Please, allow this letter to stand as permission to begin and carry out such training.

Sincerely,

David S. Fields

Pendleton County Judge/ Executive

cc: Pendleton County Magistrates

Jeff Dean, County Attorney

Michael R. Fleharty

**In Re: Adoption of Resolution Proclaiming the Week of February 23, 2015 as UK Week**

A resolution proclaiming the week of February 23, 2015 as UK week in honor of the University's Sesquicentennial Anniversary was read aloud in court, whereby Squire Whaley made a motion to approve the resolution, seconded by Squire Mineer, motion carried.

To All To Whom These Presents Shall Come: Know Ye, That

**The University of Kentucky**

On February 22, 2015 will honor and acknowledge the Sesquicentennial Anniversary of its establishment as Kentucky's flagship, land grant research university.

WHEREAS, originally established in 1865 as the Agricultural and Mechanical College of Kentucky University, its mission was to "teach such branches of learning as are related to agriculture and the mechanical arts, including military tactics, without excluding other scientific and classical studies, in order to promote the liberal and practical education of the industrial classes in several pursuits and professions of life;" and

WHEREAS, in the time since its founding, the University of Kentucky has maintained an abiding commitment to the principles of the Morrill Land Grant Act 1862, while extending and enhancing its multi-faceted mission of teaching, research, service and health care; and

WHEREAS, the Commonwealth's flagship institution, the University of Kentucky is the cornerstone of education for the state as its premier public university that has for 150 years prepared graduates of exceptional quality and character; and

WHEREAS, pioneering scholars work at the leading edge of basic, translational and clinical research that advances the social and physical sciences; furthers our understanding of general and complex concepts; and adds to the ever-expanding body of knowledge; and

WHEREAS, its faculty, staff, students and alumni are deeply devoted to the University's central value of service to others through their creative scholarship and art that enriches our humanity; their work in –and with – countless individuals and communities across the world; and their desire to forge a bright path for all they touch and teach; and

WHEREAS, the University of Kentucky now looks to the next 150 years of higher learning, innovative discovery, transformative outreach and sophisticated care, as it honors the legacy of those who established its campus, nurtured its early work, uphold and enhance its mission in the present; and who will deliver a new century of promise in the future.

NOW, THEREFORE, BE IT RESOLVED, that the Pendleton County Fiscal Court does hereby adopt this resolution on February 10, 2015 and proclaim the week of February 23, 2015 as "UK Week" in the county of Pendleton in honor of the University of Kentucky's 150 years as the Commonwealth of Kentucky's flagship, land grant research institution.

**In Re: Waiver of Charge – Mapping Fee Planning and Zoning**

Brian Thompson, Planning Administrator came before the court to ask for a one time waiver on fees for an ID Plat that was submitted for review and due to a mistake on the plat had to be resubmitted within two weeks of the original submission. Discussion was held and Squire Mineer made a motion to waive the fees on this ID plat, seconded by Squire Veirs, motion carried.

**In Re: Executive Order Allowing Squire Mineer to Perform Marriages**

Squire Veirs made a motion to approve an Executive Order allowing Squire Mineer to perform marriages within the state of Kentucky, seconded by Squire Fogle, motion carried.

Pendleton County Judge/Executive Order  
Allowing Squire Mineer to  
Perform Weddings

This executive order carried out through KRS and through my acknowledgement and approved by the Pendleton County Fiscal court allows Squire Rick Mineer to perform weddings in Pendleton County, Kentucky for the time he remains a magistrate in Pendleton County.

David S. Fields  
Pendleton County Judge/Executive

Vicky King  
Fiscal Court Clerk

Date

In Re: Reimbursement of Cost for Larry Browning Rescue Horses

Judge Fields presented the court with an email correspondence from Deb Noem for the cost of boarding the horses that were rescued from the Browning farm. He informed the court that Ms. Noem had agreed on a total reimbursement of \$10,200.00, Squire Fogle made a motion to approve the payment to Ms. Noem of \$10,200.00, seconded by Squire Whaley, motion carried.

Gmail - Rescue Reimbursement

Page 1 of 1



David Fields <pendletoncountyjudgeexec@gmail.com>

**Rescue Reimbursement**  
1 message

Debbie Noem <wimpy1@hotmail.com> Mon, Feb 2, 2015 at 4:38 PM  
To: "pendletoncountyjudgeexec@gmail.com" <pendletoncountyjudgeexec@gmail.com>  
Cc: maggie collins <mageecollins@yahoo.com>

Judge Fields,

I am Deb Noem  
2980 Hempfling Rd.  
Morning View, Ky 41063

I own & operate Sunrise Ranch, give a few lessons, work with special needs kids, work periodically with Kenton Co. Animal Control.  
I was asked to house the Browning rescues by Scott Pracht, the animal control officer on the Browning case.  
The horses were quarantined in my arena for over 1 month then moved to a 15 acre pasture until July.  
This is my request for reimbursement.

Actual and customary charges for housing county horses in both Boone & Kenton Co. run between \$15 & \$20 dollars per day per horse.  
From 4/7/2014 thru 7/5/2014 is 90 billing days X 13 animals. I had all but the mare with the injured foal.  
I am willing to accept \$ 10 dollars per day per horse which would be \$11,700.

A brief justification for this amount is as follows:  
I received considerable hay & grain donations that reduced my out of pocket expenses.  
Judge Bertram assisted by having an excavator provide a days' work in my arena and donated hay personally.  
This is not including my time or that of the many people that helped me. I did this for the good of the horses.

However, rehabbing animals is more costly than merely maintaining healthy animals.  
I lost weeks of lessons during the quarantine period.  
My arena had to be completely gutted to avoid the skin fungus, lice infestation, burr removal, and multiple wormings were completed. (additional \$2700).  
Not being able to rotate my pastures all spring destroyed all my pastures, not just the one the rescues demolished, but the one that my horses were forced to occupy. These need refurbished this spring.  
These animals needed top quality hay, doubling up on special feeds, expert attention, and lots of it!  
Two of the adopted animals have come back since being a poor fit with their adoptees.

I sincerely wish that the case outcome could have afforded you more help with the expenses.  
Thanks for speaking with me. If you have any further questions I can be reached at 859-356-0289

Deb Noem

<https://mail.google.com/mail/u/0/?ui=2&ik=18c1b78d21&view=pt&search=inbox&th=14b...> 2/2/2015

February 3, 2015

Ms. Debbie Noem  
2980 Hempfling Rd  
Morning View, KY 41063

I, Debbie Noem agree to the following:

Payment for boarding rescue horses from the Larry Browning Farm	\$7,500.00
Payment for repair to arena	<u>\$2,700.00</u>
<b><u>TOTAL</u></b>	<b><u>\$10,200.00</u></b>

This payment will complete the agreement between myself and Pendleton County pertaining to the Larry Browning rescues.

\_\_\_\_\_  
Debbie Noem

\_\_\_\_\_  
David S. Fields  
Pendleton County Judge/Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**In Re: Appointment of Board Member Northern Pendleton Fire District**

Judge Fields ask for motion appointing Jim Shoemaker to the Northern Pendleton Fire District Board as a Fire Department representative to fulfill the vacant position left by Lauren Bradbury upon her resignation, Squire Whaley made a motion to appoint Jim Shoemaker, seconded by Squire Veirs, motion carried.

10 February 2015

Judge/Executive David Fields  
Pendleton County Fiscal Court

Dear Sirs,

During the January meeting of the Northern Pendleton Fire District, we had the resignation of Lauren Bradbury from her Board position of Fire Département Representative. The membership of our organization would like to nominate James Shoemaker as the replacement. KRS 75.031 (1) (a) requires that the Judge/Executive of the County appoints this vacancy for approval by the Fiscal Court.

Thank you for your assistance in this matter.

Lawrence Record  
Chief  
Northern Pendleton Fire District

**In Re: Transfers**

Judge Fields presented and reviewed the transfers for this meeting, whereby Squire Veirs made a motion, seconded by Squire Mineer that the transfers be approved as presented, motion carried.

**PENDLETON COUNTY FISCAL COURT**  
**TUESDAY FEBRUARY 10, 2015**  
**7:00 PM**

**COURT ORDERED TRANSFERS**

**General Fund**

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5025-499	Other Supplies	\$ 200.00
01-5040-569	Registrations & Conferences	\$ 110.00
01-5047-569	Tax Admin Registrations & Conferences	\$ 150.00
01-5070-399	Planning Comprehensive	\$1,000.00
01-5070-592	P & Z Vehicle Maintenance & Repairs	\$ 100.00
01-5080-411	Custodial Supplies	\$1,000.00
01-5086-571	Renewal & Repairs Annex Bldg	\$2,400.00
01-5205-385	Veterinary Service	\$ 550.00
01-9100-539	Legal Notices	\$5,000.00
01-9400-205	Employee Health Insurance	\$15,000.00

**Jail Fund**

Transfer from (03-9200-999) Reserve for Transfers to the following accounts:

03-5101-592	Maintenance & Repair - Vehicles	\$100.00
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**LGFA Fund**

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-5135-592	EM Vehicle Maintenance	\$250.00
-------------	------------------------	----------

Henry W. Bertram

Vicky J. King

**In Re: Payment of Claims**

Judge Fields presented and reviewed the payment of claims, whereby Squire Veirs made a motion to approve the claims as presented, seconded by Squire Mineer, motion carried.

**Pendleton County Fiscal Court**  
**Voucher Claims Register**

General Fund

From: 02/10/2015 To: 02/10/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5025	Vendor OFFICEDEPO OFFICE DEPOT			Voucher Date 02/10/2015	
08-0110	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	751809586001,767001	912188	JUDGES OFFICE SUPPLIES	78.74
		Printed On Check 017868			Voucher Totals	78.74
Voucher No.	08-5026	Vendor MODERN LEA MODERN LEASING			Voucher Date 02/10/2015	
08-0110	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	271195430	912258	INV 271195430-COPIER LEASE-JUDGES OFFICE	470.76
		Printed On Check 017859			Voucher Totals	470.76
Voucher No.	08-5027	Vendor PEOPLES TR PEOPLES TROPHIES & AWARDS			Voucher Date 02/10/2015	
08-0110	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	1004	912226	NAME PLATE	6.00
		Printed On Check 017870			Voucher Totals	6.00
Voucher No.	08-5028	Vendor EBCONSU E. B. CONSULTING SOLUTIONS, LLC			Voucher Date 02/10/2015	
08-0110	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	1428	912294	TROUBLESHOOT/UPDATE ERROR-OFFICE COMPUTER SYST	356.00
		Printed On Check 017871			Voucher Totals	356.00
Voucher No.	08-5029	Vendor KING VICKY KING			Voucher Date 02/10/2015	
08-0110	01-5001-563-	CO. JUDGE/EXEC., POSTAGE		912231	REIMBURSEMENT FOR POSTAGE	10.06
		Printed On Check 017872			Voucher Totals	10.06
Voucher No.	08-5030	Vendor BECKY'S FL BECKY'S FLOWER BASKET			Voucher Date 02/10/2015	
08-0110	01-5025-469-	OTHER SUPPLIES		912262	FLOWERS, CARR, THOMAS, VEIRS	126.00
		Printed On Check 017873			Voucher Totals	126.00
Voucher No.	08-5031	Vendor RICKMINEER RICK MINEER			Voucher Date 02/10/2015	
08-0110	01-5025-569-	REGISTRATION/CONFERENCES		912268	REIMBURSEMENT-TRAINING EXPENSES-LODGING & TRAVEL	476.26
		Printed On Check 017874			Voucher Totals	476.26
Voucher No.	08-5032	Vendor KCJEA KCJEA/KMCA			Voucher Date 02/10/2015	
08-0110	01-5025-569-	REGISTRATION/CONFERENCES	4200	912226	KCJEA/KMCA WINTER CONF FEB 4-6, 2015 JUDGE/MAGISTR	975.00
		Printed On Check 017875			Voucher Totals	975.00
Voucher No.	08-5033	Vendor FAL OUTLOO THE FALMOUTH OUTLOOK			Voucher Date 02/10/2015	
08-0110	01-5040-445-	CO. TREASURER, OFFICE SUPPLIES		912283	OUTLOOK SUBSCRIPTION-2015	30.00
		Printed On Check 017876			Voucher Totals	30.00
Voucher No.	08-5034	Vendor K.A.C.T.F. K.A.C.T.F.O.			Voucher Date 02/10/2015	
08-0110	01-5040-569-	REGISTRATIONS & CONFERENCES		912232	SPRING CONERENCE-MARCH 19-20, 2015, V. KING	125.00
08-0110	01-5047-569-	TAX ADMINISTRATOR REGIS,CONF&TRAINING		912232	SPRING CONFERENCE-MARCH 19-20, 2015, J. SHLUETER	175.00
		Printed On Check 017877			Voucher Totals	300.00
Voucher No.	08-5035	Vendor NKAPC PLANNING & DEVELOPMENT SERVICES			Voucher Date 02/10/2015	
08-0110	01-5070-399-	PLANNING - COMPREHENSIVE	1691	912285	INV 1691, P & Z PLATS	110.00
		Printed On Check 017878			Voucher Totals	110.00

# Pendleton County Fiscal Court Voucher Claims Register

General Fund  
From: 02/10/2015 To: 02/10/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5036	Vendor FLEETONE	FLEETONE LLC			
08-0110	01-5070-455-	P & Z PETROLEUM PRODUCTS		912280	JANUARY FUEL-P & Z	24.14
08-0110	01-5210-455-	PETROLEUM PRODUCTS		912280	JANUARY FUEL-SOLID WASTE	57.47
		Printed On Check 017879			Voucher Totals	121.61
Voucher No.	08-5037	Vendor NAPA	CARSON AUTO & TRACTOR SUPPLY, INC.			
08-0110	01-5070-592-	P & Z VEHICLE MAINTENANCE / REPAIRS	698690,699731	912256	BATTERY	80.85
		Printed On Check 017880			Voucher Totals	80.85
Voucher No.	08-5038	Vendor D-C ELEVAT	D-C ELEVATOR COMPANY, INC.			
08-0110	01-5080-392-	COURTHOUSE ELEVATOR MAINTENANCE	209881	912286	ELEVATOR MAINTENANCE-COURTHOUSE	52.82
		Printed On Check 017881			Voucher Totals	52.82
Voucher No.	08-5039	Vendor ARAMARK	ARAMARK UNIFORM SERVICES, INC.			
08-0110	01-5080-411-	CUSTODIAL SUPPLIES	543-7387317	912077	ACCT 752189555-JAN MAT RENTAL-COURTHOUSE	171.09
08-0110	01-5080-411-	CUSTODIAL SUPPLIES	543-7370138	912123	ACCT 752189555-JAN MAT RENTAL COURTHOUSE	171.09
08-0110	01-5080-411-	CUSTODIAL SUPPLIES	543-7376810	912189	ACCT 752189555-JANUARY MAT RENTAL COURTHOUSE	171.09
08-0110	01-5080-411-	CUSTODIAL SUPPLIES	5437372994	912258	ACCT 752189555-JANUARY MAT RENTAL ANNEX BLDG	171.09
08-0110	01-5088-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	5437367318	912077	ACCT 752189555-JAN MAT RENTAL ANNEX BLDG	23.67
08-0110	01-5088-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7370139	912123	ACCT 752189555-JAN MAT RENTAL ANNEX BLDG	23.67
08-0110	01-5088-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7376811	912189	ACCT 752189555-JANUARY MAT RENTAL ANNEX	23.67
08-0110	01-5088-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7372995	912288	ACCT 752189555-JANUARY MAT RENTAL ANNEX BLDG	23.67
		Printed On Check 017882			Voucher Totals	779.44
Voucher No.	08-5040	Vendor FAMILY	FAMILY DOLLAR STORES			
08-0110	01-5080-411-	CUSTODIAL SUPPLIES		912280	CUSTODIAL SUPPLIES-COURTHOUSE	5.50
		Printed On Check 017883			Voucher Totals	5.50
Voucher No.	08-5041	Vendor COOPER	COOPER WHOLESAL, INC.			
08-0110	01-5080-411-	CUSTODIAL SUPPLIES	29050	912165	CUSTODIAL SUPPLIES-COURTHOUSE	78.77
		Printed On Check 017884			Voucher Totals	78.77
Voucher No.	08-5042	Vendor SCIOTO	SCIOTO, L.L.C.			
08-0110	01-5081-329-	JUDICIAL CENTER CUSTODIAL PERSONNEL	9295	912230	JANUARY GENERAL CLEANING-JUDICIAL CTR	3,153.65
		Printed On Check 017885			Voucher Totals	3,153.65
Voucher No.	08-5043	Vendor DEBRA	DEBRA KUENDEL			
08-0110	01-5081-333-	JUDICIAL CENTER MAINTENANCE PERSONEL	00772552	912284	INV 00772552-MAINTENANCE CONTRACT-JUDICIAL CTR	1,232.76
08-0110	01-5081-571-	JUDICIAL CENTER RENEWALS AND REPAIRS	00772322	912283	INV 00772322-UNCLOG DRAIN-JUDICIAL CT	148.80
		Printed On Check 017886			Voucher Totals	1,381.56
Voucher No.	08-5044	Vendor CROUCH'S	BRIAN CROUCH-CROUCH'S LAWN CARE			
08-0110	01-5081-571-	JUDICIAL CENTER RENEWALS AND REPAIRS	1576	912194	INV 1576-JAN 7, 2015 SALT SIDEWALKS-JUSTICE CTR	200.00
		Printed On Check 017887			Voucher Totals	200.00

Page No 2

# Pendleton County Fiscal Court Voucher Claims Register

General Fund  
From: 02/10/2015 To: 02/10/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5045	Vendor MOBILCOMM	MOBILCOMM INC			
08-0110	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	948734	912265	INV 948734-JAN MAINTENANCE CONTRACT-CO PROPERTIES	76.20
		Printed On Check 017888			Voucher Totals	76.20
Voucher No.	08-5046	Vendor SHARON GEO	GEORGE & PAM SHARON			
08-0110	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS		912279	WATER TOWR ACCESS AGREEMENT-2015	1,200.00
		Printed On Check 017889			Voucher Totals	1,200.00
Voucher No.	08-5047	Vendor RITTERBUIL	RITTER BUILDERS			
08-0110	01-5086-571-	RENEWALS AND REPAIRS ANNEX BLDG.		912275	CONSTRUCTION IN SHERIFFS OFFICE	2,385.00
		Printed On Check 017890			Voucher Totals	2,385.00
Voucher No.	08-5048	Vendor AMBULTAX	PENDLETON CO AMBULANCE TAXING DISTRICT			
08-0110	01-5130-507-	AMBULANCE CONTRIBUTIONS		912272	FEBRUARY AMBULANCE CONTRIBUTION	14,000.00
		Printed On Check 017891			Voucher Totals	14,000.00
Voucher No.	08-5049	Vendor PCVH	GRANTS LICK VETERINARY HOSPITAL			
08-0110	01-5206-385-	VETERINARY SERVICE	10982	912276	MEDICATINS, SHELTER TRIPS	790.60
		Printed On Check 017892			Voucher Totals	790.60
Voucher No.	08-5050	Vendor BUNNIES	THERESA PEOPLES / BUNNIES "N" SUCH			
08-0110	01-5205-408-	ANIMAL FOOD AND SUPPLIES	2153	912267	INV 2153-SHIRT & CAP EMBROIDERY	70.50
		Printed On Check 017893			Voucher Totals	70.50
Voucher No.	08-5051	Vendor SUBURBANPR	SURBUBAN PROPANE			
08-0110	01-5205-578-	DOG KENNEL UTILITIES	205518	912248	PROPANE-ANIMAL SHELTER	824.07
		Printed On Check 017894			Voucher Totals	824.07
Voucher No.	08-5052	Vendor RUMPK	RUMPK OF KENTUCKY INC.			
08-0110	01-5210-843-	TIRE AWMERITY		912227	WASTE TIRE DISPOSAL	594.00
		Printed On Check 017895			Voucher Totals	594.00
Voucher No.	08-5053	Vendor BANKOFNEW	THE BANK OF NEW YORK TRUST CO, NA			
08-0110	01-7700-606-	INTEREST ON LEASE - COLT		912198	WATER DISTRICT LEASE PAYMENT #214, INTEREST	40.60
		Printed On Check 017896			Voucher Totals	40.60
Voucher No.	08-5054	Vendor ABIGAILVOL	ABIGAIL E. VOELKER			
08-0110	01-9100-932-	LEGAL FEES		912256	PUBLIC ADVOCACY-R JENNINGS	200.00
		Printed On Check 017897			Voucher Totals	200.00
Voucher No.	08-5055	Vendor KACO INS	KACO INSURANCE AGENCY			
08-0110	01-5100-531-	BOND PREMIUMS	B17726	912254	ANNUAL PUBLIC OFFICIAL, BOND-LOUIS MCCORD-CONSTABL	101.80
		Printed On Check 017898			Voucher Totals	101.80
Voucher No.	08-5056	Vendor HRA CONTRI	HRA FUND			
08-0110	01-8400-299-	HRA - FRINGE BENEFITS		912269	FEBRUARY HRA CONTRIBUTION-GENERAL	1,173.64
		Printed On Check 017899			Voucher Totals	1,173.64

Page No 3

# Pendleton County Fiscal Court Voucher Claims Register

General Fund  
From: 02/10/2015 To: 02/10/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5058	Vendor HATFIELD	RICK HATFIELD			
08-0210	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS		911928	PLUMSING WORK AND PARTS-COUNTY BARN	175.00
		Printed On Check 017900			Voucher Totals	175.00
Voucher No.	08-5058	Vendor FAL OUTLOO	THE FALMOUTH OUTLOOK			
08-0110	01-9100-533-	LEGAL NOTICES	ACCT 204	912277	ACCT 204 - LEGAL ADS AND CORRECTIONS FROM JUNE	5,518.94
08-0110	01-9100-533-	LEGAL NOTICES	ACCT 305	912277	ACCT 305 - LEGAL ADS AND CORRECTIONS FROM JUNE	8,832.90
		Printed On Check 017901			Voucher Totals	14,351.84
34 Vouchers Printed Totalling						44,826.66

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# Pendleton County Fiscal Court Voucher Claims Register

Road Fund  
From: 02/10/2015 To: 02/10/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
<b>Voucher No. 08-5057</b>							
08-0210	02-6105-409	CRUSHED STONE & GRAVEL	HILLTOP STONE LLC	883097	INV 883097-8.76 TON OGA LIMESTONE-WAGNERS FERRY	02/10/2015	94.67
		Printed On Check 008798				Voucher Totals	94.67
<b>Voucher No. 08-5058</b>							
08-0210	02-6105-447	ROAD MATERIALS	ANDERSON EQUIPMENT CO.	67074	25 INCH PINS-SNOW FLOWS	02/10/2015	5.00
08-0210	02-6105-447	ROAD MATERIALS		67319	HOSE ENDS, 4 FT HOSE, TRUCK #4		43.20
08-0210	02-6105-447	ROAD MATERIALS		67125	CHAINS & BARS FOR CHAINSAWS		108.58
		Printed On Check 008799				Voucher Totals	155.76
<b>Voucher No. 08-5059</b>							
08-0210	02-6105-673	TELEPHONE	GEORGE RARRIECK JR.	912285	CELL PHONE REIMBURSEMENT	02/10/2015	45.00
		Printed On Check 008800				Voucher Totals	45.00
<b>Voucher No. 08-5060</b>							
08-0210	02-6105-447	ROAD MATERIALS	KENTUCKY MOTOR SERVICE FALMOUTH	726-000919	1 PK SANDING DISCS	02/10/2015	11.39
08-0210	02-6105-447	ROAD MATERIALS		726-001648	2 WIPER BLADES		11.34
		Printed On Check 008801				Voucher Totals	22.73
<b>Voucher No. 08-5061</b>							
08-0210	02-6105-447	ROAD MATERIALS	KAFFENBERG TRUCK EQUIPMENT	748976	2 HYD FILTERS, SHIPPING, TRUCK #2 & 6	02/10/2015	58.58
		Printed On Check 008802				Voucher Totals	58.58
<b>Voucher No. 08-5062</b>							
08-0210	02-6105-447	ROAD MATERIALS	FALMOUTH ACE HARDWARE	45978	2 DRILL BITS-SHOP	02/10/2015	5.58
08-0210	02-6105-447	ROAD MATERIALS		45905	2 CANS SPRAY PAINT		9.98
08-0210	02-6105-447	ROAD MATERIALS		45958	MASKING TAPE		10.98
08-0210	02-6105-447	ROAD MATERIALS		45976	PK D BATTERIES		13.99
08-0210	02-6105-447	ROAD MATERIALS		45903	KEYS MADE		7.16
08-0210	02-6105-447	ROAD MATERIALS		45972	FASTENERS, HANDLE WEDGE, FLARE PLUG		14.87
08-0210	02-6105-447	ROAD MATERIALS		45994,45990	GLO ELBOWS, GLASS CLEANERS, DRILL BIT		43.80
08-0210	02-6105-447	ROAD MATERIALS		50043,50045	ROLL TIE WIRE, SNAP RINGS		118.53
		Printed On Check 008803				Voucher Totals	118.53
<b>Voucher No. 08-5063</b>							
08-0210	02-6105-447	ROAD MATERIALS	WYATT'S SUPERVALU	911917	CUSTODIAL SUPPLIES	02/10/2015	62.81
		Printed On Check 008804				Voucher Totals	62.81
<b>Voucher No. 08-5064</b>							
08-0210	02-6105-447	ROAD MATERIALS	BOB SUMEREL TIRE CO.	704570	2 FRONT STEER TIRES	02/10/2015	547.90
		Printed On Check 008805				Voucher Totals	547.90

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# Pendleton County Fiscal Court Voucher Claims Register

Road Fund  
From: 02/10/2015 To: 02/10/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
<b>Voucher No. 08-5065</b>							
08-0210	02-6105-447	ROAD MATERIALS	LIMESTONE FARM LAWN WORKSITE	139120	5 GALLON HYGARD, REAR VIEW MIRROR, SPRAY PAINT	02/10/2015	136.51
08-0210	02-6105-447	ROAD MATERIALS		139077	HYD CYLKIT-FLASHER-BACKUP LIGHT FOR SKID STEER		294.74
		Printed On Check 008806				Voucher Totals	431.25
<b>Voucher No. 08-5066</b>							
08-0210	02-6105-447	ROAD MATERIALS	MOBILCOMM INC	948482	INV 948482-TWO WAY RADIO -TRUCK #3	02/10/2015	288.81
08-0210	02-6105-447	ROAD MATERIALS		948484	INV 948484-TWO WAY RADIO-TRUCK #7		196.50
08-0210	02-6105-447	ROAD MATERIALS		948827	INV 948827-FEB MAINTENANCE CONTRACT-ROAD		98.00
		Printed On Check 008807				Voucher Totals	583.31
<b>Voucher No. 08-5067</b>							
08-0210	02-6105-447	ROAD MATERIALS	FARM TIRE SERVICE, LLC	911933	TIRE REPAIR, VALVE STEM	02/10/2015	21.00
08-0210	02-6105-447	ROAD MATERIALS		911938	FLAT REPAIR-FORKLIFT		15.00
08-0210	02-6105-447	ROAD MATERIALS		911924	TUBE, MOUNT & DISMOUNT RESSURE WASHER TIRE		16.38
		Printed On Check 008808				Voucher Totals	53.38
<b>Voucher No. 08-5069</b>							
08-0210	02-6105-447	ROAD MATERIALS	ZEE MEDICAL INC - #149	6148051956	FIRST AID SUPPLIES-ROAD	02/10/2015	85.49
		Printed On Check 008809				Voucher Totals	85.49
<b>Voucher No. 08-5070</b>							
08-0210	02-6105-447	ROAD MATERIALS	NORTRAX, INC.	1207503	BUCKET TEETH, PINS, FRIEHT	02/10/2015	118.30
		Printed On Check 008810				Voucher Totals	118.30
<b>Voucher No. 08-5071</b>							
08-0210	02-6105-447	ROAD MATERIALS	REIS CONCRETE PRODUCTS INC.	184973	INV 184973-5 YRDS 4000 MIX-HAYS STATION CULVERT	02/10/2015	480.00
		Printed On Check 008811				Voucher Totals	480.00
<b>Voucher No. 08-5072</b>							
08-0210	02-6105-447	ROAD MATERIALS	CARSON AUTO & TRACTOR SUPPLY, INC.	699212	2.5 GALLON JUGS OF DEF (3)	02/10/2015	38.37
08-0210	02-6105-447	ROAD MATERIALS		699984	12 OZ DEEP CREEP		10.39
08-0210	02-6105-447	ROAD MATERIALS		699296,699291,699281	RESIN, SCREWS, REPAIR KIT, OIL SEAL		63.90
08-0210	02-6105-447	ROAD MATERIALS		699316	BOX OF BULBS FOR 2012 DODGE PICKUP		15.04
08-0210	02-6105-447	ROAD MATERIALS		699536	GREASE COUPLER, BRAKECLEAN		15.88
08-0210	02-6105-447	ROAD MATERIALS		699721,699780	3 FT HOSE, HOSE ENDS, DIESEL FUEL		50.53
08-0210	02-6105-447	ROAD MATERIALS		699969	FITTINGS FOR TRUCK #2		14.10
08-0210	02-6105-447	ROAD MATERIALS		699662	FITTINGS & INSERTS FOR TRUCK #4		18.32
08-0210	02-6105-447	ROAD MATERIALS		699710	5 GALLON BUCKET HYD OIL		83.93
08-0210	02-6105-447	ROAD MATERIALS		699773	DIESEL FUEL CONDITIONER		109.92
		Printed On Check 008812				Voucher Totals	421.03

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# Pendleton County Fiscal Court Voucher Claims Register

Road Fund  
From: 02/10/2015 To: 02/10/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
<b>Voucher No. 08-5073</b>							
08-0210	02-6105-456	PETROLEUM PRODUCTS	FLEETONE LLC	4252910036	JANUARY FUEL-ROAD	02/10/2015	562.79
		Printed On Check 008813				Voucher Totals	562.79
<b>Voucher No. 08-5074</b>							
08-0210	02-9400-299	HRA - FRINGE BENEFIT	HRA CONTRI HRA FUND	912270	FEBRUARY HRA CONTRIBUTION-ROAD	02/10/2015	711.48
		Printed On Check 008814				Voucher Totals	711.48
17 Vouchers Printed Totalling							4,524.01

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# **Pendleton County Fiscal Court** **Voucher Claims Register**

Jail Fund  
From: 02/10/2015 To: 02/10/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 08-5073	08-5073	Vendor BOONE JAIL BOONE COUNTY JAIL			Voucher Date 02/10/2015	
08-0310 03-5101-314-		CONTRACT WITH OTHER COUNTIES	912205	JANUARY 2015-INMATE HOUSING & TRANSPORT	Voucher Totals	17,884.27
		Printed On Check 008315				17,884.27
Voucher No. 08-5078	08-5078	Vendor SHERIFF PENDLETON COUNTY SHERIFF	912241	JAIL TRANSPORT SALARIES	Voucher Date 02/10/2015	
08-0310 03-5101-399-		MISCELLANEOUS CONTRACTUAL SERVICES			Voucher Totals	5,481.67
		Printed On Check 006318				5,481.67
Voucher No. 08-5077	08-5077	Vendor MILLENNIUM MILLENNIUM BUSINESS SYSTEMS	912198	INV CNM126311-MAINTENANCE CONTRACT-JAILERS COPIER	Voucher Date 02/10/2015	
08-0310 03-5101-445-		OFFICE SUPPLIES			Voucher Totals	23.62
		Printed On Check 006317				23.62
Voucher No. 08-5073	08-5073	Vendor FLEETONE FLEETONE LLC	912262	JANUARY FUEL-JAILER	Voucher Date 02/10/2015	
08-0310 03-5101-455-		PETROLEUM PRODUCTS - GAS, OIL, ETC.	4252800036		Voucher Totals	542.60
		Printed On Check 006318				542.60
Voucher No. 08-5078	08-5078	Vendor MIDWESTAUT GLENN STEINKAMP - MIDWEST AUTOMOTIVE	912204	OIL & FILTER CHANGE-JAILER 2013 EXPLORER	Voucher Date 02/10/2015	
08-0310 03-5101-582-		MAINTENANCE & REPAIR - VEHICLES	6875		Voucher Totals	40.02
		Printed On Check 006319				40.02
Voucher No. 08-5080	08-5080	Vendor JUVENILES KENTUCKY STATE TREASURER	912264	JUVENILE HOUSING DECEMBER 2014	Voucher Date 02/10/2015	
08-0310 03-5102-514-		JUVENILE, CONTRACTS WITH OTHER COUNTIES			Voucher Totals	186.00
		Printed On Check 006320				186.00
6 Vouchers Printed Totalling						23,978.98

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# **Pendleton County Fiscal Court** **Voucher Claims Register**

L.G.E.A. Fund

From: 02/10/2015 To: 02/10/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 08-5081	08-5081	Vendor ACE FALMOUTH ACE HARDWARE			Voucher Date 02/10/2015	
08-0410 04-5136-411-		CUSTODIAL SUPPLIES	49845	910958	SHELF UNIT FOR EOC STORAGE	39.99
		Printed On Check 002790			Voucher Totals	39.99
Voucher No. 08-5082	08-5082	Vendor FLEETONE FLEETONE LLC			Voucher Date 02/10/2015	
08-0410 04-5135-455-		EM PETROLEUM PRODUCTS	4252810036	910997	JANUARY FUEL-EOC	145.90
		Printed On Check 002791			Voucher Totals	145.90
Voucher No. 08-5083	08-5083	Vendor NAPA CARSON AUTO & TRACTOR SUPPLY, INC.			Voucher Date 02/10/2015	
08-0410 04-5135-592-		EMERGENCY MANAGEMENT VEHICLES&MAINTENANCE	699116	910955	BATTERIES FOR 4X4 PICKUP	201.36
		Printed On Check 002792			Voucher Totals	201.36
Voucher No. 08-5084	08-5084	Vendor MILES RODNEY MILES - BODY SHOP			Voucher Date 02/10/2015	
08-0410 04-5135-592-		EMERGENCY MANAGEMENT VEHICLES&MAINTENANCE	15783	912229	MOUNT/BALANCE TIRES, TIRE DISPOSAL-VALVE STEMS-EOC	94.00
		Printed On Check 002793			Voucher Totals	94.00
4 Vouchers Printed Totalling						481.25

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# **Pendleton County Fiscal Court** **Voucher Claims Register**

911 Fund Fund

From: 02/10/2015 To: 02/10/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 08-5085	08-5085	Vendor MOBILCOM MOBILCOMM INC			Voucher Date 02/10/2015	
08-7510 75-5145-399-		MISCELLANEOUS CONTRACTUAL SERVICE	948727	912257	INV 948727-JANUARY MAINTENANCE CONTRACT	800.88
		Printed On Check 002984			Voucher Totals	800.88
Voucher No. 08-5086	08-5086	Vendor MODERN LEA MODERN LEASING			Voucher Date 02/10/2015	
08-7510 75-5145-399-		MISCELLANEOUS CONTRACTUAL SERVICE	271195174	912259	INV 271195174-COPIER LEASE-911	381.41
		Printed On Check 002986			Voucher Totals	381.41
Voucher No. 08-5087	08-5087	Vendor HRA CONTRI HRA FUND			Voucher Date 02/10/2015	
08-7510 75-9400-299-		HRA - FRINGE BENEFITS		912271	FEBRUARY HRA CONTRIBUTION-911	711.48
		Printed On Check 002986			Voucher Totals	711.48
3 Vouchers Printed Totalling						1,893.77

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**In Re: Adjournment**

A motion was made by Squire Mineer and seconded by Squire Whaley that this meeting be adjourned to meet again in regular session on Tuesday February 24, 2015, subject to any called meetings.

ATTEST:

\_\_\_\_\_  
Pendleton County Judge/Executive

\_\_\_\_\_  
Pendleton County Fiscal Court Clerk